EXHIBIT 2

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FACEBOOK, INC.

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SUPERIOR COURT OF CALIFORNIA

11

COUNTY OF SAN MATEO

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FACEBOOK, INC., a Delaware corporation,

CASE NO.:   20-CIV-04256

13

Plaintiff,

COMPLAINT; DEMAND FOR JURY TRIAL

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v.

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BRANDTOTAL LTD., an Israeli corporation, and UNIMANIA, INC., a Delaware corporation,

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Defendants.

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Plaintiff Facebook, Inc. ("Facebook") alleges the following:

INTRODUCTION

1.   Beginning no later than September 2019 and continuing until at least September 2020, Defendants BrandTotal Ltd. ("BrandTotal") and Unimania, Inc. (Unimania") developed and distributed internet browser extensions ("malicious extensions") designed to improperly collect data from Twitter, YouTube, LinkedIn, Amazon, Facebook, and Instagram. Defendants distributed the malicious extensions on the Google Chrome Store. Anyone who installed one of Defendants' malicious extensions essentially self-compromised their browsers to run automated programs designed to collect data about its user from specific websites. As to Facebook and Instagram, when a user visited those sites with a self-compromised browser, Defendants used the malicious extensions to connect to Facebook computers and collect or "scrape" user profile information (including name, user ID, gender, date of birth, relationship status, and location information), advertisements and advertising metrics (including name of the advertiser, image and text of the advertisement, and user interaction and reaction metrics), and user Ad Preferences (user advertisement interest information). Defendants used the data collected by the malicious extensions to sell "marketing intelligence," and other services through the website brandtotal.com. Defendants' conduct was not authorized by Facebook.

2.   Facebook brings this action to stop Defendants' violations of Facebook's and Instagram's Terms and Policies. Facebook also brings this action to obtain damages and disgorgement for breach of contract and unjust enrichment.

PARTIES

3.   Plaintiff Facebook is a Delaware corporation with its principal place of business in Menlo Park, San Mateo County, California. Instagram is a subsidiary and product of Facebook.

4.   Defendant BrandTotal Ltd. was incorporated in Israel on November 20, 2016, and on information and belief, is headquartered in Israel. Ex. 1. BrandTotal Ltd. has a subsidiary named BrandTotal Inc. that was incorporated in Delaware on November 13, 2017, has an office in New York, New York, and sells BrandTotal's services in the U.S. Exs. 2 – 4. BrandTotal operates the website brandtotal.com, where it sells marketing intelligence through its software-as-a-service platform. Ex. 5. BrandTotal controls the malicious extension named "UpVoice" that was used to scrape data from

1　　social media services. BrandTotal distributed the malicious extension on the Chrome Web Store under

2　　the developer name "UpVoice." Ex. 6. Despite its scraping practices, BrandTotal received

3　　approximately $8 million in venture capital funding between 2017 and 2018. Ex. 7.

4　　　　　　5.　　　Defendant Unimania, Inc. ("Unimania") was incorporated in the State of Delaware on

5　　November 27, 2017. Ex. 8. Unimania developed and distributed the malicious extension named "Ads

6　　Feed" on the Chrome Web Store. Ex. 9. Unimania's website, unimania.xyz, consists of only a landing

7　　page. Ex. 10. In May 2018, AdGuard Research reported that Unimania browser extensions for

8　　Chrome were designed to scrape data from Facebook. *See* https://adguard.com/en/blog/unimania-

9　　spyware-campaign.html. Those extensions were removed from the Google Chrome Store in 2018.

10　　　　　　6.　　　Defendants shared common employees and agents. For example, BrandTotal's Chief

11　　Product Officer and General Manager (Ex. 5), created Facebook accounts in the name of Unimania

12　　and the Ads Feed extension. BrandTotal's Chief Technology Officer and co-founder (Ex. 5) also

13　　administered Unimania accounts on Facebook.

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JURISDICTION AND VENUE

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15　　　　　　7.　　　This Court has subject matter jurisdiction pursuant to California Code of Civil

16　　Procedure § 410.10. The amount in controversy exceeds the jurisdictional minimum of this Court,

17　　and the total amount of damages sought exceeds $25,000, exclusive of interest and costs. Defendants'

18　　unlawful conduct and breaches have interfered with Facebook's business and operation of its service.

19　　　　　　8.　　　Defendants had multiple Facebook accounts and thereby agreed to Facebook's Terms

20　　of Service and Commercial Terms. The Court has personal jurisdiction over Defendants because

21　　Facebook's Commercial Terms contain a forum selection clause that requires this complaint be

22　　resolved in a state court located in San Mateo County, and that Defendants submit to the personal

23　　jurisdiction of this Court.

24　　　　　　9.　　　Defendants also agreed to the Instagram Terms of Use. The Instagram Terms of Use

25　　contain a forum selection clause that requires this complaint be resolved by this Court, and that

26　　Defendants submit to the personal jurisdiction of this Court.

27　　　　　　10.　　　Additionally, the Court has personal jurisdiction over Defendants because they

28　　knowingly directed and targeted their conduct at California and at Facebook, which has its principal

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COMPLAINT: DEMAND FOR JURY TRIAL

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1   place of business in California. Defendants also transacted business and engaged in commerce in

2   California by, among other things, distributing malicious extensions to California-based Facebook and

3   Instagram users and using California-based services during their data harvesting scheme.

4   11.   By agreeing to the forum selection clause in the Facebook Terms of Service and

5   Instagram Terms of Use, Defendants agreed that this Court is the proper venue for this matter.

6   Additionally, venue is proper in this Court pursuant to California Code of Civil Procedure § 395.5

7   because a substantial part of the events giving rise to the claims alleged in this complaint occurred in

8   San Mateo County.

9   **FACTUAL ALLEGATIONS**

10   **A.   Background on Facebook and Instagram**

11   12.   Facebook is a social networking website and mobile application that enables its users

12   to create their own personal profiles and connect with each other on their personal computers and

13   mobile devices. As of August 2020, Facebook daily active users averaged 1.79 billion and monthly

14   active users averaged 2.7 billion. Facebook has several products, including Instagram. Facebook

15   owns and operates the Instagram service, platform, and computers.

16   13.   Instagram is a photo and video sharing service, mobile application, and social network.

17   Instagram users can post photos and videos to their profiles. They can also view and comment on

18   posts shared by others on Instagram.

19   14.   To create a Facebook or Instagram account, Facebook requires users to register with a

20   unique username and password. Registered users can create user profiles and include information

21   about themselves, including email address, phone numbers, date of birth, and gender.

22   15.   Anyone with a Facebook or Instagram account can create and place ads on Facebook

23   and Instagram. Every week, users and businesses create millions of ads through Facebook's ad

24   platform, which provides advertisers with many options for reaching audiences.

25   **B.   Facebook's Ad Library**

26   16.   The Facebook Ad Library (available at https://www.facebook.com/ads/library) allows

27   anyone to search and view ads published on Facebook or Instagram. It was first created as the Political

28   Ad Archive in May 2018. The current version was made public in March 2019 and expanded the

scope of the library to include all active ads running in all countries and inactive ads if the ad is about social issues, elections or politics. Ads from the latter category will be in the library for up to 7 years. Only ads that have been viewed by a Facebook or Instagram user will appear in the library.

17.   The Ad Library displays information about the Facebook Page responsible for running the ads. The "page transparency" section in the library displays the creation date of the Page, Page name changes, mergers with other Pages, and total spent by the Page on social issues, elections or politics.

18.   The library is also searchable. Ads can be searched using a key word and results display the text and image used in the ad. Results can further be filtered by geographic region, platform, number of users that viewed the ad, and views on a particular day.

19.   The library does not contain information about the specific users who viewed an ad or a user's reaction or interactions with an ad. Therefore, a user's name, ID, date of birth, gender, relationship status, location information, and Ad Preferences are not available in the Ad Library. Similarly, the number of comments, likes, user shares, and other user interaction or reactions are not publicly available in the Ad Library.

C.   Facebook and Instagram Terms and Policies

20.   All Facebook users must agree to Facebook's Terms of Service (available at https://www.facebook.com/terms.php) and other rules that govern access to and use of Facebook, which may also include the Facebook Commercial Terms[1] (collectively, "Facebook Terms and Policies").

21.   Everyone who uses Instagram agrees to Instagram's Terms of Use and to other rules that govern access to and use of Instagram, including Instagram's Community Guidelines and Platform Policy (collectively, "Instagram Terms and Policies").

22.   Instagram's Terms of Use and Section 3.2.1 of the Facebook Terms of Service prohibits users from "do[ing] . . . anything unlawful, misleading, [ ] or fraudulent" or facilitate or support others in doing so.

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[1] Facebook Commercial Terms apply to access and use of Facebook and Facebook Products for any business or commercial purpose.

23.   Section 3.2.2 of the Facebook Terms of Service prohibits users from "do[ing] anything that could . . . impair the proper working or appearance of [Facebook] Products."

24.   Instagram's Terms of Use also prohibit users from "do[ing] anything to interfere with or impair the intended operation of the [Instagram] Service."

25.   Section 3.2.3 of the Facebook Terms of Service prohibits "access[ing] or collect[ing] data from [Facebook] Products using automated means (without our permission) or attempt[ing] to access data you don't have permission to access."

26.   The Instagram Terms of Use also prohibit (a) "access[ing] or collect[ing] in unauthorized ways . . . [including] collecting information in an automated way without our express permission;" and (b) "violat[ing] someone else's rights, including intellectual property rights."

D.   Background on Scraping

27.   "Web scraping" refers to the process of extracting data from a website interface by using unauthorized automated means, such as specialized tools and software. Websites, including the official Facebook site, are designed for human end-users and not for automated use, and employ anti-scraping measures to prevent and detect web scraping.

28.   Automation tools and software are necessary for scraping. Facebook employs a number of measures to detect and disrupt unauthorized automated requests on its systems, including monitoring use patterns that are inconsistent with a human user, CAPTCHA, and disabling of accounts engaged in automated activity.

29.   When scrapers extract the desired data, they often restructure and format it, and save and store it for further use, such as lead generation and pricing competition and ads optimization.

E.   Background on Internet Browser Extensions

30.   Internet browsers, such as Google Chrome, Opera, and Firefox, are used to access the internet. Internet browsers follow instructions from websites, in computer code, to render and display a website's content for users to see. Website content is largely delivered in HTML code. Internet browsers are designed to render the HTML code and display it in images and text for the user's screen.

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COMPLAINT; DEMAND FOR JURY TRIAL

31.   Internet browser extensions are software components that alter a browser's functionality. Browser extensions can be installed to enhance user experience and the functionality of the browser. For example, a browser extension can block pop-up ads.

32.   Browser extensions can also be used in illicit ways. Browser extensions can be coded to access the full array of information available to the browser and its functionalities. For example, a browser extension can be designed to monitor a user's browsing session, manipulate how the content of visited websites is displayed, and take other unauthorized actions.

33.   Browser extensions are available for download by users from online browser stores, which are often managed by the browser developer (*i.e.*, Chrome Web Store). In order for a browser extension to install, the user typically must grant permissions for the extension to download and install on the user's device.

F.   Defendants Accepted Facebook's and Instagram's Terms and Policies

34.   At all relevant times, Defendants were bound by Facebook's and Instagram's Terms and Policies.

35.   BrandTotal, through its agents and employees, created a Facebook account in the name of "BrandTotal Analytics" on or about June 13, 2017, and a BrandTotal Instagram account on or about December 5, 2016. BrandTotal also created a Facebook business account on or about February 21, 2017.

36.   On or about September 3, 2019, BrandTotal, through its agents and employees, created a Facebook business account for UpVoice. On or about June 8, 2020, BrandTotal, through its agents and employees, created a Facebook business account named UpVoiceUS.

37.   On July 4, 2018, Unimania, through its agents and employees, created a Facebook business account in the name of Unimania.

38.   Between 2017 and 2019, Defendants' employees and agents created and administrated three Facebook Pages. The Pages were used to promote both malicious extensions and BrandTotal's marketing service.

39.   Between July 2018 and June 2020, Defendants' employees and agents created and controlled seven Facebook advertising accounts.   Defendants used Facebook to promote both malicious extensions and BrandTotal's marketing service as set forth in Figures 1 and 2.

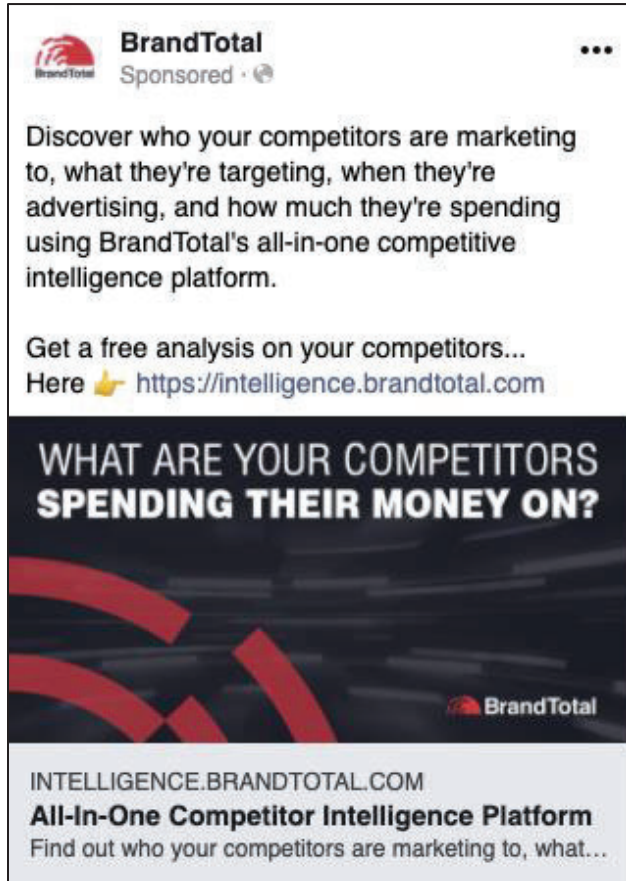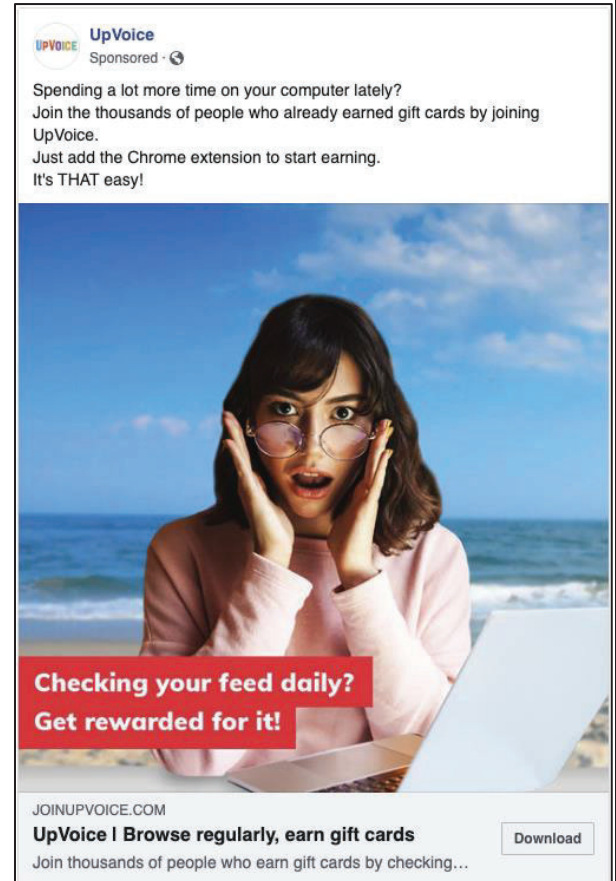**Figure 1: BrandTotal Advertisement on Facebook**

Figure 2: UpVoice Extension Advertisement on Facebook

G.   Defendants' Unlawful Data Scraping Operation

1.   Overview

40.   Since at least September 2019 and continuing until at least September 2020, Defendants developed and distributed at least two malicious extensions called UpVoice and Ads Feed. Defendants distributed the malicious extensions on the Chrome Web Store. Exs. 6 and 9. Since September 2019, the malicious extensions have been installed by thousands of users. These malicious extensions were programmed to scrape data from various websites and deliver it to Defendants.

41.   BrandTotal enticed users to install the UpVoice extension from the Google Chrome Store by offering payments in exchange for installs, in the form of online gift cards, and claiming that

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1   the users who installed the extension became "panelists . . . [who] impact the marketing decisions and

2   brand strategies of multi-billion dollars (sic) corporations." Ex. 6.

3   42.   Similarly, Unimania promoted its Ads Feed extension on the Google Chrome Store by

4   claiming that the users became "a panel member of an elite community group that impacts the

5   advertising decisions of multi-billion dollar corporations!" Ex. 9.

6   43.   Once installed by the users, however, Defendants used the users' browsers as a proxy

7   to access Facebook computers, without Facebook's authorization, meanwhile pretending to be a

8   legitimate Facebook or Instagram user. The malicious extensions contained JavaScript files designed

9   to web scrape the user's profile information, user advertisement interest information, and

10   advertisements and advertising metrics from ads appearing on a user's account, while the user visited

11   the Facebook or Instagram websites. The data scraped by Defendants included both public and non-

12   publicly viewable data about the users.

13   44.   Defendants' malicious extensions were designed to web scrape Facebook and

14   Instagram user profile information, regardless of the account's privacy settings.   The malicious

15   extensions were programmed to send unauthorized, automated commands to Facebook and Instagram

16   servers purporting to originate from the user (instead of Defendants), web scrape the information, and

17   send the scraped data to the user's computer, and then to servers that Defendants controlled.

18   45.   Defendants used the data collected by the malicious extensions to sell "marketing

19   intelligence," and other services through the website brandtotal.com. BrandTotal publicly stated that

20   it used the data obtained through the malicious extensions to provide marketing insights about users

21   and advertisers. Exs. 5 and 11.

22   **2.   The UpVoice Malicious Extension**

23   46.   Since at least September 2019, BrandTotal developed, promoted, and distributed the

24   UpVoice extension. BrandTotal programmed the UpVoice extension to web scrape data from both

25   Facebook and Instagram, as well as Amazon, Twitter, LinkedIn, Pinterest, and YouTube. BrandTotal

26   further programmed the UpVoice extension to send the scraped data to a server controlled by

27   Defendants.

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47.   BrandTotal maintained and operated the website joinupvoice.com, which it used to promote the UpVoice malicious extension. Exs. 11-12. To incentivize the installation of that malicious extension, BrandTotal offered gift cards to visitors who installed it. Ex. 11. For example, on its website, as shown in Figure 3 below, BrandTotal promoted the UpVoice browser extension as a way to "[g]et paid for the time you spend on" Facebook, YouTube, LinkedIn, Amazon and Twitter. *Id.* And visitors to the website were instructed to "[a]dd the UpVoice Chrome extension to your desktop browser [to] start earning gift cards." *Id.* Once a user registered on joinupvoice.com, the user would need to install the UpVoice malicious extension from the Chrome Web Store.

Figure 3: UpVoice Website

COMPLAINT; DEMAND FOR JURY TRIAL
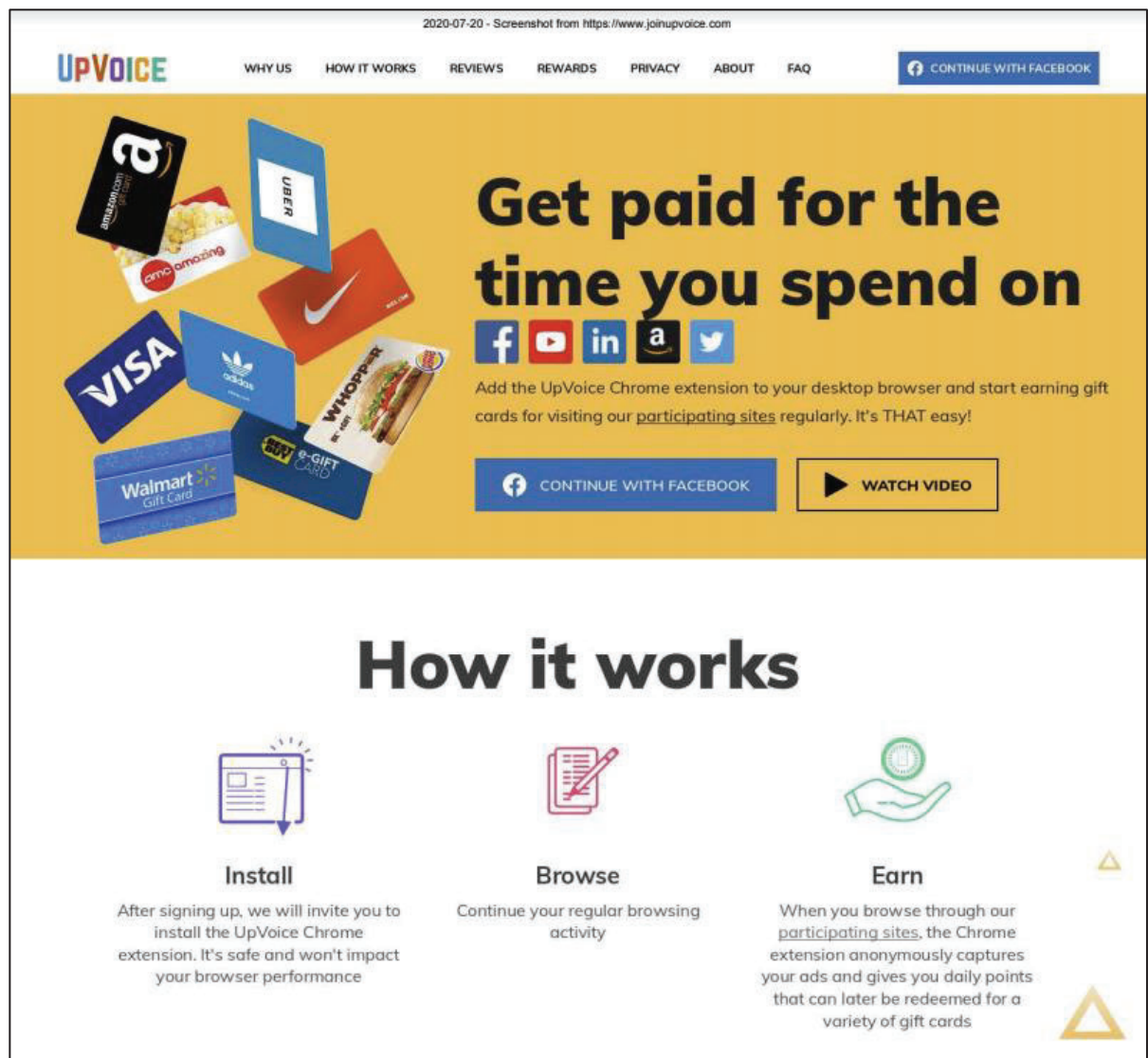
48.   BrandTotal deceived visitors to the website into believing Facebook, and other social networks were working with UpVoice and BrandTotal by identifying Facebook and the other companies as "participating sites," (Exs. 11 and 13) when in fact, Facebook did not authorize Defendants to scrape data from its computers. Additionally, although Instagram was not included in the list of "participating sites," BrandTotal collected advertising data and Instagram user profile information from users who installed the malicious extension. Ex. 13.

49.   BrandTotal programmed the malicious extension to web scrape user profile information and advertising data from Instagram users who installed the UpVoice malicious extension. Ex. 14. BrandTotal caused the malicious extension to scrape advertisements and advertising metrics, including information about the advertiser, the image and text of the advertisement, and user interaction and reaction metrics (*e.g.*, number of views, comments, likes) associated with an advertisement. *Id.*

50.   BrandTotal programmed the malicious extension to scrape Instagram user profile information, including the user's name, account name, user ID, profile picture, and other information about the user's account. *Id.*

51.   BrandTotal also programmed the UpVoice malicious extension to send automated requests to Facebook servers to obtain user profile information for Facebook users and advertising data. Exs. 15-19. The malicious extension was coded to scrape information when a user visited Facebook. BrandTotal caused the user's ID, gender, date of birth, relationship status, and location information to be scraped, regardless of the user's privacy settings. *Id*. BrandTotal also scraped Ad Preferences information (Ex. 18), which is nonpublic information Facebook uses to determine what ads to show a user based on a user's activity on Facebook and Instagram, and other information.

52.   BrandTotal also coded the UpVoice malicious extension to send requests to Facebook servers to obtain advertisements and advertising metrics, including information about the advertiser, the image and text of the advertisement, and user interaction and reaction metrics (*e.g.*, number of views, comments, likes) associated with an advertisement. Ex. 20.

3.   **Ads Feed Malicious Extension**

53.   Since at least November 2019, Unimania developed, promoted, and distributed the Ads Feed malicious extension on the Google Chrome Store. Ex. 9. Unimania programmed the Ads Feed extension to web scrape data from both Facebook and Instagram, as well as Amazon, Twitter, and YouTube. The data collected through the Ads Feed malicious extension was sent to the same servers as the data collected through the UpVoice malicious extension.

54.   According to the overview of the malicious extension on the Google Chrome Store, the malicious extension saves 90 days of advertisements from Twitter, Facebook, Instagram, YouTube, and Amazon and allows the user to "click back to those that interest you." *Id.* Unlike the UpVoice malicious extension, BrandTotal did not offer users a financial incentive for installing the Ads Feed malicious extension. *Id.*

55.   The Ads Feed malicious extension used code almost identical to the code used in the UpVoice malicious extension to scrape user profile data, advertisements and advertising metrics, and Ad Preference information from Facebook and Instagram. For example, like the UpVoice extension, the Ads Feed malicious extension scraped the image and text of the advertisement, and user interactions with the ad (*e.g.*, number of views, comments, likes) from Facebook and Instagram ads, returned it to the user's browser, and then sent it to a server controlled by Defendants.

H.   Facebook's Enforcement Efforts

56.   In September 2020, Facebook took various technical enforcement measures against Defendants, including disabling Facebook and Instagram accounts and Pages. Facebook also made multiple requests to Google to remove and disable the extensions from the Chrome Store, but Google has not yet done so.

I.   Defendants Unjustly Enriched Themselves and Harmed Facebook

57.   Defendants' violations of Facebook's and Instagram's Terms and Policies have harmed Facebook. Defendants interfered and continued to interfere with Facebook's and Instagram's platforms.

COMPLAINT: DEMAND FOR JURY TRIAL

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58.   Facebook suffered damages attributable to the efforts and resources it used to investigate and remediate Defendants' conduct in an amount to be determined at trial, and in excess of $25,000.

59.   Since at least September 2019, Defendants have unjustly enriched themselves at Facebook's expense in an amount to be determined at trial. Facebook is entitled to an accounting by Defendants and a disgorgement of all unlawful profits gained from their conduct.

FIRST CAUSE OF ACTION

(Breach of Contract)

60.   Facebook realleges and incorporates all preceding paragraphs here.

61.   Since December 2016, Defendants, through their employees and agents, created multiple Facebook and Instagram accounts and agreed to Facebook's and Instagram's Terms and Policies.   Facebook's and Instagram's Terms constitute an agreement between Defendants and Facebook. Defendants also agreed to Facebook and Instagram's Terms and Policies through the use of the service.

62.   Facebook has performed all conditions, covenants, and promises required of them in accordance with Facebook's and Instagram's Terms and Policies.

63.   Defendants' actions interfered and caused others to interfere with Facebook and Instagram, and engaged with Facebook and Instagram in unauthorized ways.

64.   Defendants have breached and continue to breach Facebook Terms 3.2.1, 3.2.2, and 3.2.3 and Instagram's Terms of Use. Facebook's Terms prohibit (a) using automated means without Facebook's permission to web scrape user profiles and account and advertising information from Facebook and Instagram; (b) scraping Facebook and Instagram user profile information and advertising data by sending code to Facebook that purported to originate from the user, which is "unlawful, misleading, [ ] or fraudulent;" (c) falsely representing to users that Facebook is a "participating site" in Defendants' scraping activity; and (d) scraping the intellectual property rights of others by harvesting advertising images and text. Instagram's Terms of Use also prohibit the same conduct.

65.   Defendants' many breaches have caused Facebook to incur damages in excess of $25,000. Accordingly, Facebook seeks damages in an amount to be proven at trial.

66.   Facebook likewise seeks injunctive relief. As a direct result of Defendants' unlawful actions, Facebook has suffered and continues to suffer irreparable harm for which there is no adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

SECOND CAUSE OF ACTION

(Unjust Enrichment)

67.   Facebook realleges and incorporates all preceding paragraphs here.

68.   Defendants' acts as alleged herein constitute unjust enrichment of the Defendants at Facebook's expense.

69.   Defendants accessed and used, without authorization or permission, Facebook's service, platform, and computer network, all of which belong to Facebook.

70.   Defendants used Facebook's service, platform, and computer network to, among other things, scrape data from Instagram and Facebook, including non-publicly viewable data.

71.   Defendants received a benefit by profiting from the data they wrongfully scraped from Facebook and Instagram, which they used to sell "marketing intelligence" and services. But for Defendants' wrongful, unauthorized, and intentional use of Facebook and Instagram, they would not have obtained such profits.

72.   Defendants' retention of the profits derived from their unauthorized use of Facebook's service, platform, and computer network, including data, would be unjust.

73.   Facebook seeks an accounting and disgorgement of Defendants' ill-gotten profits in an amount to be determined at trial.

PRAYER FOR RELIEF

Facebook seeks a judgment awarding the following relief:

(a)   A permanent injunction restraining Defendants from accessing and using Facebook and Instagram;

1   (b)   A permanent injunction requiring Defendants to identify the location of any and all

2   data obtained from Facebook and Instagram, to delete such data, and to identify any and all entities

3   with whom Defendants shared such data;

4   (c)   A permanent injunction restraining Defendants from developing, distributing, using

5   and causing others to use browser extensions and other products and devices designed to collect data

6   from Facebook and Instagram, without first obtaining Facebook's express permission;

7   (d)   Compensatory damages in an amount to be determined at trial;

8   (e)   An accounting of each Defendant's profits resulting from their scraping activity;

9   (f)   Disgorgement of Defendants' profits resulting from their scraping activities;

10   (g)   Pre-judgment and post-judgment interest; and

11   (h)   All other equitable or legal relief the Court deems just and proper.

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13   Dated: October 1, 2020   **HUNTON ANDREWS KURTH LLP**

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15   By: _____/s/ Ann Marie Mortimer_____
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16   Jason J. Kim
                                             Jeff R. R. Nelson
17   Attorneys for Plaintiff
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19   Platform Enforcement and Litigation
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                                             Michael Chmelar
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COMPLAINT: DEMAND FOR JURY TRIAL

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DEMAND FOR JURY TRIAL

2   Plaintiff hereby demands a trial by jury on all issues triable to a jury.

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4   Dated: October 1, 2020   **HUNTON ANDREWS KURTH LLP**

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6   By: _____/s/ Ann Marie Mortimer_____
                                                                              Ann Marie Mortimer
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                                                                              Michael Chmelar
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COMPLAINT: DEMAND FOR JURY TRIAL

EXHIBIT 1

accessibility

Corporate Authority *Online*
Israeli Corporations Authority
Department of Justice

| Registrar of Partnerships | · Registrar of Associations | · Registrar of Companies | · Liens and mortgages | · Registrar of Companies |

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Information and services online

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.public. This information may be missing, inaccurate or out of date
To clarify the information and reports submitted to the Registrar of Companies or the Registrar of Partnerships as required by law,
including regarding the address of the company / partnership, please refer to the corporation file (paid service)

Company number   brandtotal   Company Name

site

Support and use of the site

Registrar of Companies
moked-tagid@justice.gov.il @

Registrar of Associations
moked-amutot@justice.gov.il @

Registrar of Pledges
moked-mashkonot@justice.gov.il @

* 5601

Search Results - Company Name: brandtotal

...l Report	...r of the law	...poration status	Company type	Name in Hebrew ▼	...oration number ▼
2020		Active	Israeli	.BrandTotal Ltd	515552065 ▲

Corporation details

.BrandTotal Ltd :**Name in Hebrew**

BRANDTOTAL LTD :**English name**

20/11/2016   :**Date of incorporation**

:**Sub-status**

:**Company description**

To engage in any lawful business :**The purpose of the company**

Limited :**restriction** | No :**govermental company**

| nothing :**Fee obligations**

Address

:**Locality** | Ramat Gan :**Street** | Through Abba Hillel :**A number** | 16 :**Postal Code**: 5250608 |

:**PO Box** | :**country** | Israel | :at |

.Meitar Liquornik Geva & Leshem Brandwein & Co

Additional actions

Retrieve payment confirmation 🗐   cations to the Registrar 📝

Order a portfolio ▥   ion of a company draft 📄   Ordering documents 🗄

of 1 items 1 - 1

EXHIBIT 2

Delaware.gov

Governor | General Assembly | Courts | Elected Officials | State Agencies

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The Official Website of the First State

Department of State: Division of Corporations

Allowable Characters

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Expedited Services
Service of Process
Registered Agents
GetCorporate Status
Submitting a Request
How to Form a New Business Entity
Certifications, Apostilles & Authentication of Documents

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	6613286	Incorporation Date / Formation Date:	11/13/2017 (mm/dd/yyyy)

Entity Name: **BRANDTOTAL INC.**

Entity Kind:	Corporation	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	PHS CORPORATE SERVICES, INC.
Address:	1313 N MARKET ST STE 5100
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19801
Phone:	302-571-1128

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

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19

EXHIBIT 3

NEW YORK STATE

Services   News   Government   Local

NYS Department of State
Division of Corporations
Entity Information

The information contained in this database is current through May 27, 2020.

Selected Entity Name: BRANDTOTAL INC.

Selected Entity Status Information

Current Entity Name: BRANDTOTAL INC.

DOS ID #: 5394869

Initial DOS Filing Date: AUGUST 16, 2018

County: NEW YORK

Jurisdiction: DELAWARE

Entity Type: FOREIGN BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

BRANDTOTAL INC.
49 W 23RD ST
NEW YORK, NEW YORK, 10010

Registered Agent
NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

Name History

Filing Date	Name Type	Entity Name
AUG 16, 2018	Actual	BRANDTOTAL INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

	*Stock Information	
# of Shares	**Type of Stock**	**$ Value per Share**
	No Information Available	

*Stock information is applicable to domestic business corporations.

URL: https://appext20.dos.ny.gov/corp_public/CORPSEARCH.ENTITY_INFORMATION?
p_token=F085393DBFF563EE8BBC0BB1E7F8CA49A867E59DB8E4569138E8FA93ACFB2E5FA6DE574A29CD6AB5E4A22B77BC3C51E1&p_nameid=80550B2CD21DA617&p_corpid=ECA5FCCCE7FCFE1E&p_captcha=17151&p_captcha_check=F085393DBFF563EE8BBC0BB1E7F8CA49A867E59DB8E4569138E8FA93ACFB2E5F844D33F58D6463B9685E535EE4F557D4&p_entity_name=%62%72%61%6E%6E%64%74%6F%74%61%6C&p_name_type=%43%4F%4E%54%4E%54%41%49%49%4E%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41%4E%54%41%4E%4E%54%41%4E%54%41&p_search_type=%25&p_srch_results_page=0

21

EXHIBIT 4

Privacy Shield
Framework

Search   Log In

Self-Certify   Privacy Shield List   Audiences   About

BrandTotal Inc.

● Active Participant

Participation

Privacy Policy

Dispute
Resolution

Participation

EU-U.S. PRIVACY SHIELD FRAMEWORK: ACTIVE

Original Certification Date: 8/23/2018
Next Certification Due Date: 4/22/2021
Data Collected: NON-HR

SWISS-U.S. PRIVACY SHIELD FRAMEWORK: ACTIVE

Original Certification Date: 8/23/2018
Next Certification Due Date: 4/22/2021
Data Collected: NON-HR

PURPOSE OF DATA COLLECTION

BrandTotal Inc. is a subsidiary of BrandTotal Ltd. BrandTotal and BrandTotal Ltd. develop and provide marketers with real-time brand monitoring and competitive intelligence solutions on their and their competitors' online advertising activities, including in social networks (the "Service"). In order to perform the Service, we, BrandTotal, Inc. may use personal information, namely, for the purpose of research and development and/or marketing of the Service. BrandTotal will process the personal data it receives for the purposes of offering and/or providing the Service to customers. To fulfill these purposes, We may, without limitation, use the personal data to, and/or to assist BrandTotal Ltd. to: contact data subjects, to discuss or execute contracts, to provide the Service, to provide support and maintenance, to correct and address technical or service problems, for marketing purposes, to comply with applicable laws, regulations and orders from public authorities or courts, and/or for the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedures.

Privacy Policy

NON-HR DATA

Document: BrandTotal - Privacy Shield Notice
Description:
BrandTotal Inc. is a subsidiary of BrandTotal Ltd. BrandTotal and BrandTotal Ltd. develop and provide marketers with real-time brand monitoring and competitive intelligence solutions on their and their competitors' online advertising activities, including in social networks (the "Service"). In order to perform the Service, we, BrandTotal, Inc. may use personal information, namely, for the purpose of research and development and/or marketing of the Service. BrandTotal will process the personal data it receives for the purposes of offering and/or providing the Service to customers. To fulfill these purposes, We may, without limitation, use the personal data to, and/or to assist BrandTotal Ltd. to: contact data subjects, to discuss or execute contracts, to provide the Service, to provide support and maintenance, to correct and address technical or service problems, for marketing purposes, to comply with applicable laws, regulations and orders from public authorities or courts, and/or for the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedures.

Effective Date: 4/21/2020

VERIFICATION METHOD
Self-Assessment

Dispute Resolution

QUESTIONS OR COMPLAINTS?
If you have a question or complaint regarding the covered data, please contact BrandTotal Inc. at:

Oren Dor   oren@brandtotal.com
BrandTotal Inc.
49 W 23rd St, New York
New York, New York 10010

Privacy Shield organizations must respond within 45 days of receiving a complaint.

If you have not received a timely or satisfactory response from BrandTotal Inc. to your question or complaint, please contact the independent recourse mechanism listed below

NON-HR RECOURSE MECHANISM
JAMS Privacy Shield Program

Appropriate statutory body with jurisdiction to investigate any claims against BrandTotal Inc. regarding possible unfair or deceptive practices and violations of laws or regulations covering privacy Federal Trade Commission

Self-Certify	Privacy Shield List	Audiences	About
		U.S. Businesses	Program Overview
		European Businesses	Framework Text
		EU and Swiss Individuals	Inactive Participants
		Data Protection Authorities	News & Events
			Contact
			Privacy Program

Home | Website Feedback | Privacy Policy | Disclaimer | FOIA | USA.gov

INTERNATIONAL
TRADE
ADMINISTRATION

The International Trade Administration (ITA), U.S. Department of Commerce manages this site to facilitate the Privacy Shield framework in the United States. External links to other Internet sites should not be construed as an endorsement of the views or privacy policies contained therein. This site contains PDF documents. A PDF Reader is available from Adobe Systems Incorporated.

U.S. Department of Commerce | EU-U.S. & Swiss-U.S. Privacy Shield | 1401 Constitution Avenue, N.W. | Room 11018 | Washington, D.C. 20230

24

EXHIBIT 5

BrandTotal

About   News   Resources   Blog   Login   Request a Demo

Smarter marketing begins with data.

Before digital, it was pretty straightforward to track the competition in print, on billboards and on TV. But today, with 90% of today's digital marketing hidden from view and fragmented across multiple channels, it can be challenging to understand how your brand marketing measures up to the competition.

By applying advanced cyber security techniques and artificial intelligence, BrandTotal uncovers and analyzes competitors' "dark" marketing efforts, illuminating their strategies and tactics. Many of the most recognizable consumer brands use our competitive marketing intelligence platform to discover marketing threats and opportunities in real time.

If you are interested in joining our team to help change the way marketers understand their competitive environment, please contact us!

LEADERSHIP

Alon Leibovich, CEO & Co-Founder

Amir Leshman, CTO & Co-Founder

Omer Ramote,
Chief Architect & Co-Founder

Oren Dor, Chief Product Officer

Mark Mansfield,
SVP Global Head, Growth &
Partnerships

Backed By

KDC   Microsoft Accelerator   GLILOT CAPITAL PARTNERS   Oracle Startup Cloud Accelerator

FJ LABS   FLINT CAPITAL   NHN INVESTMENT   ONE WAY VENTURES

Request a Demo

Find out what BrandTotal can show you about your competitors by requesting a demo today.

Submit

About   News   Resources   Blog   GDPR Compliance   Careers   Contact us   BrandTotal   © 2020 BrandTotal Inc.
Get A Demo

Privacy Policy   Terms and Conditions   Cookie Policy   Privacy Shield

25

EXHIBIT 6

chrome web store   ⚙ Sign in

Home > Extensions > UpVoice

UpVoice
Offered by: UpVoice

★★★★½ 10 | Accessibility | 👤 5,000+ users

[Available on Chrome]

Overview   Reviews   Support   Related

Earn $75 and
up annually
just for being
you

Use Facebook, Instagram and other participating sites
like you normally do and win up to $75 in the first
year. Share your opinions and win even more!

○ ● ○ ○
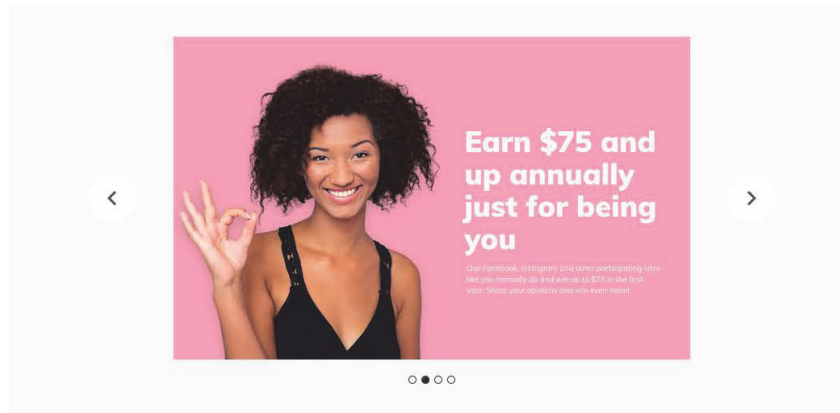
Overview

This extension allows you to earn rewards just for being you!

Earn a selection of gift cards of your choice including Amazon and prepaid
Visa for using Facebook, YouTube, Amazon, and other participating sites
like you normally do. Share your opinions and win even more!

As a qualified UpVoice panelist, you impact the marketing decisions and
brand strategies of multi-billion dollars corporations, who compete for your
attention online. This means that you have a direct influence on the online
advertising campaigns of big brands.

Install the UpVoice extension and qualify to become a member of our
panel. It's safe and won't impact your browser performance. As a qualified
member, we will reward you for browsing your social feeds and other
participating sites as you normally do. For more details, please visit our
terms of service at: https://joinupvoice.com/tos and our rewards plan at:
https://joinupvoice.com/faq/#rewards-plan.
Make sure to disable your ad blocker if you have one, otherwise, we cannot
collect the ads that target you and therefore we cannot reward you.

Privacy & data collection
When you regularly visit Facebook, Instagram and other participating sites,
we securely collect the ads that you see and anonymous demographic
profile data. We never share your personal information with anyone, except
if needed to send you your rewards.

We protect your data using the highest security standards and we comply
with all privacy regulations. For more details, please visit our Privacy Policy
at: https://joinupvoice.com/privacy and our Data & Privacy FAQ at:
http://joinupvoice.com/faq/#upvoice-data-and-privacy
If you have any questions, please contact us at: contact@joinupvoice.com.

For more details please visit www.joinupvoice.com.

[Read less]

Additional Information

🏠 Website   🛑 Report abuse

Version
2.10.1439

Updated
July 19, 2020

Size
341KiB

Language
English

Developer
contact@joinupvoice.com
Privacy Policy

Related

SavvyConnect by SavvyS...	PrizeRebel - Online Paid ...	Loginhood	Microsoft Rewards	Get Fre
8,000+ users	★★★★½ 44	★★★★★ 9	★★★★☆ 130	★

This extension allows you to earn rewards just for being you!

[Available on Chrome]

27

28

EXHIBIT 7

BrandTotal Raises $6 Million in Series A Round to Expand Rollout of Agile Marketing Platform [PRESS RELEASE]

September 25, 2018

BrandTotal, a New York- and Tel Aviv-based company whose agile marketing platform harnesses artificial intelligence, cyber security techniques and data science to empower brand marketers with competitive data and actionable insights by revealing the digital marketing activities of their top competitors, today announced the closing of a $6 million round of funding, bringing their total venture funding to $8 million.

Flint Capital Leads Latest Funding

BrandTotal Marketing Intelligence Platform Shines Light on "Dark Marketing," Revealing Hidden Digital Marketing Strategies to Empower Brand Marketers

NEW YORK, Sept. 25, 2018 /PRNewswire/ -- BrandTotal, a New York- and Tel Aviv-based company whose agile marketing platform harnesses artificial intelligence, cyber security techniques and data science to empower brand marketers with competitive data and actionable insights by revealing the digital marketing activities of their top competitors, today announced the closing of a $6 million round of funding, bringing their total venture funding to $8 million.

International venture capital firm **Flint Capital** led the Series A funding round, which included:

- **NHN Investment**, owner of Naver Corp., operator of Line, the most popular messaging app in Japan and South Korea,
- **One Way Ventures**, a Boston-based venture fund led by Semyon Dukach and Eveline Buchatskiy, former Directors of Techstars in Boston.
- **FJ Labs**, led by Fabrice Grinda, who was recently named the #1 Most Successful Angel Investor in the world by Forbes, [August, 2018]

Glilot Capital Partners and **Keshet Dick Clark Productions** also joined the funding in early 2018. Both were participants in BrandTotal's $2 million seed investment round, which closed July 2017. The Series A funding caps off an event filled summer for BrandTotal, announcing a partnership with Microsoft via Microsoft's Dynamics 365, being selected to Oracle's Startup Cloud Accelerator and having presented at Morgan Stanley's prestigious Innovation Summit.

Funds from the Series A Round will be used to expand sales, marketing and data science efforts via BrandTotal's new offices in New York as well as internationally.

"The support from Flint Capital and our investment leaders has already created new growth opportunities for BrandTotal among Fortune 500 companies, by allowing us to optimize and expand the roll-out of our agile marketing platform," says Alon Leibovich, CEO and co-founder of BrandTotal. "Our proprietary data shows that 85% of sponsored posts on Facebook are 'dark posts,' meaning they are targeted to specific users. There is a massive gap in marketing visibility across digital platforms and we are illuminating these programs to empower marketers with actionable competitive insights."

"We are thrilled to put our support behind the outstanding management team at BrandTotal, a company that provides some of the world's largest organizations with unique and invaluable insights into digital marketing—a space which is projected to approach $120 billion in spend by 2021 in the U.S. according to Forrester Research," says Sergey Gribov, Partner at Flint Capital.

About the BrandTotal Agile Marketing Platform

Launched in June 2017, BrandTotal's agile marketing intelligence platform is a SaaS-based solution that harnesses AI, cyber security techniques and data science to distill actionable insights. The technology was developed to provide brand marketers with valuable competitive intelligence about the digital marketing landscape within their industry. Through campaign aggregation, BrandTotal's technology detects creatives across various digital channels and clusters them into campaigns for analysis. Using signal detection, the platform identifies trends and outliers between brands within the industry-wide competitive landscape.

BrandTotal's SaaS-based platform collects and consolidates both public and targeted "dark" posts from numerous paid media channels, including Facebook, Instagram, Twitter, YouTube, Amazon and display banners across the web. With a lack of transparency in the ever-evolving digital marketing ecosystem, the platform can reveal a brand's opportunities and threats in real time, enabling marketers to become agile with a competitive edge.

The BrandTotal Agile Marketing Platform provides detailed reports and cross-platform competitive analytics to help quantify brand marketing initiatives, including:

- Target demographics
- Share of voice
- Advertising spend
- Creative assets
- Audience sentiment
- Active channels
- Engagement across multiple social platforms
- Organic content shares

About BrandTotal

BrandTotal uses advanced cyber security techniques and artificial intelligence to reverse-engineer digital marketing programs, enabling brand marketers to see and understand the strategies their competitors are using to drive digital marketing.

With corporate marketing budgets increasingly shifting towards digital channels, hyper-targeted and personalized campaigns have become more popular and are inherently hidden from public view. Because digital marketing is targeted to individuals, the parts that can be seen in the open are just fragments of a larger strategy. There's no way to know how competing companies are deploying their campaigns, who is seeing them, or how effective they are.

In July 2018, BrandTotal announced a partnership with Microsoft in which the tech giant will provide access to select features from its Agile Marketing Platform to Microsoft customers through Microsoft Dynamics 365.

In August 2018, BrandTotal was selected to participate in Oracle's Startup Cloud Accelerator, a six-month partnership in which Oracle provides mentoring, access to technology, client and partner lists and other resources to the world's most promising startups.

For more information contact:

Jeffrey Keegan
The Dilenschneider Group
jkeegan@dgi-nyc.com
914-482-0289

About the author

🔴 **BrandTotal Staff**

Request a Demo

Find out what BrandTotal can show you about your competitors by requesting a demo today.

Enter your email *   Submit

EXHIBIT 8

Delaware.gov

Governor | General Assembly | Courts | Elected Officials | State Agencies

State of Delaware
The Official Website of the First State

Department of State: Division of Corporations

Allowable Characters

HOME
About Agency
Secretary's Letter
Newsroom
Frequent Questions
Related Links
Contact Us
Office Location

SERVICES
Pay Taxes
File UCC's
Delaware Laws Online
Name Reservation
Entity Search
Status
Validate Certificate
Customer Service Survey

Loading...

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	6633597	Incorporation Date / Formation Date:	11/27/2017 (mm/dd/yyyy)

Entity Name:	UNIMANIA, INC.

Entity Kind:	Corporation	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	MWE CORPORATE SERVICES, LLC
Address:	1007 NORTH ORANGE STREET, 4TH FLOOR,
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19801
Phone:	

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

Would you like ○ Status ○ Status,Tax & History Information

[Submit]

[View Search Results]   [New Entity Search]

For help on a particular field click on the Field Tag to take you to the help area.

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31

32

EXHIBIT 9

chrome web store

Sign in

Home > Extensions > Ads Feed

Ads Feed

Offered by: https://www.unimania.xyz

★★★★★ 8 | Accessibility | 👤 6,000+ users

Available on Chrome

Overview   Reviews   Related

Select social channels to view ads, going back as far as 90 days

All ▾
Twitter
Facebook
Instagram
Youtube
Amazon

Follo

eynote!
ou a reminder on

○ ○ ●
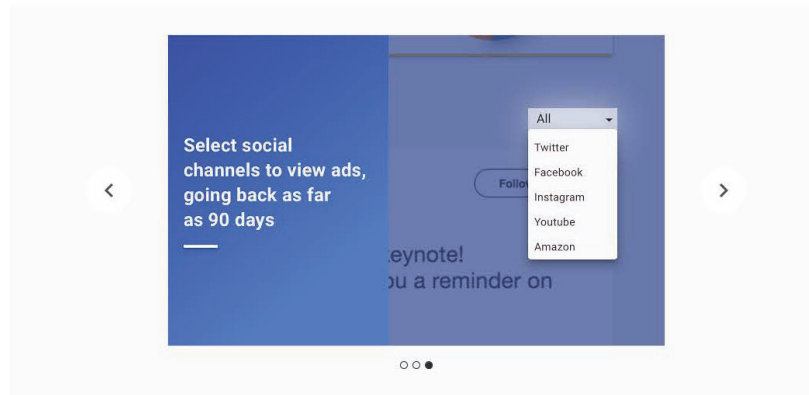
Overview

Automatically save the ads you see on social networks and finally know which advertisers find you the most attractive online.

This extension automatically saves the ads you are exposed to online so you can click back to those that interest you. Also, use Ads Feed to find out how many ads targeted you in the last period, who are the top 5 advertisers that competed for your attention online and what ads others like you saw.

We collect this data by monitoring which ads you and others like you see while you browse.

By installing the "Ads Feed" extension, you are officially becoming a panel member of an elite community group that impacts the advertising decisions of multi-billion dollar corporations!

Privacy Policy and Service Terms:
We care a lot about your privacy and we work hard to safeguard the data we collect and to comply will all relevant laws and regulations.

As a panel member, we collect anonymous Facebook demographics data and ad related data from the sites you visit of the advertising campaigns that target you and other panelists. We aggregate and use this data for market research purposes, namely, to build special advertising related insights and analyses for brands that work with us.

We do not collect, store, use, share or sell any of your personal information. In addition, we do not monitor your online behavior, track your activities or collect the web pages you visit.

Please review our service terms and privacy policy below to learn more about what data we collect about you and what we use it for. If you have any questions concerning your privacy, please contact us at: privacy@unimania.xyz.

Privacy policy: http://privacy.unimania.xyz/privacy_policy_af.pdf
Service terms: http://privacy.unimania.xyz/service_terms_af.pdf

Contact us:
We are here for you. If you find a bug or have a new feature in mind, or if you have a question about the extension or your privacy, please don't hesitate to contact us at: contact@unimania.xyz

Read less

Additional Information

🛑 Report abuse

Version
2.10.1439

Updated
July 19, 2020

Size
780KiB

Language
English

Developer
contact@unimania.xyz
Privacy Policy

Related
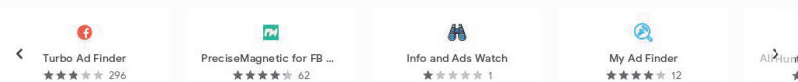
Turbo Ad Finder
★★★☆☆ 296

PreciseMagnetic for FB ...
★★★★☆ 62

Info and Ads Watch
★☆☆☆☆ 1

My Ad Finder
★★★★☆ 12

AllHunte
★

Automatically save the ads you see on social networks and finally know which advertisers find you the most attractive online.

Available on Chrome

33

34

EXHIBIT 10

Coming Soon...

35

EXHIBIT 11

WHY US   HOW IT WORKS   REVIEWS   REWARDS   PRIVACY   ABOUT

CONTINUE WITH FACEBOOK

Get paid for the time you spend on

Add the UpVoice Chrome extension to your desktop browser and start earning gift cards for visiting our participating sites regularly. It's THAT easy!

CONTINUE WITH FACEBOOK   WATCH VIDEO

How it works

Install
After signing up, we will invite you to install the UpVoice Chrome extension. It's safe and won't impact your browser performance

Browse
Continue your regular browsing activity

Earn
When you browse through our participating sites, the Chrome extension anonymously captures your ads and gives you daily points that can later be redeemed for a variety of gift cards

Who you are matters

As a qualified UpVoice panelist, you become a member of an exclusive market research community that impacts the marketing decisions and brand strategies of multi-billion dollar corporations who want to get your attention online.

This means that you have a direct influence on the online advertising campaigns of big brands.

That's what being a member of this exclusive community is all about!

Users love it!

Billie Lucas
Aug 20, 2018
★★★★★
"Earning money for nothing, literally! Who wouldn't add this extension?! Seriously, get paid to visit sites you already do daily anyhow. Honestly, you would be crazy not to add this extension"

Shelle Perry
Aug 23, 2019
★★★★★
"You get paid just for having the extension and visiting websites you go to every day anyway. With so many scams out there it is awesome to find something that does what it says"

Karen Smith
Sep 12, 2019
★★★★★
"This is is awesome extension! Getting the ability to cash out by doing what I normally do is very easy!"

Sandra Amory
Jul 9, 2019
★★★★★
"I just received my first $10 from UpVoice. I am amazed how easy it is to accumulate points with this extension. I like it a lot"

Debra Ann Elliott
Sep 26, 2019
★★★★★
"To be honest, I forgot I installed this, but was surprised to get my first $10 gift card for doing nothing but surfing the Internet. Great!"

Madhukar Bonkuri
Oct 18, 2019
★★★★★
"I love this extension and it is real.. you can get the cash out easily!"

Rewards

As soon as you're qualified as a member of our panel, you will begin collecting tokens, which can later be redeemed for a selection of e-gift cards. If you use our participating sites daily, you can earn even more rewards.

Earn more by completing periodical surveys from brands who want to know what you think.

Visit our rewards plan for more details.
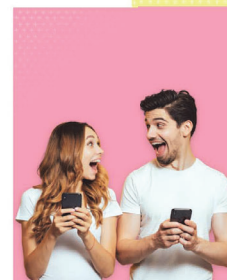
Privacy

We respect your privacy and protect your data using the highest security standards. We comply with all privacy regulations and we never share your personal information with anyone, except when we need to send you your rewards.

We anonymise and aggregate all the data we collect from you along with other Panel members.

Please read our Privacy Policy and Data & Privacy FAQ for more details.

edpo
YOUR EU REPRESENTATIVE
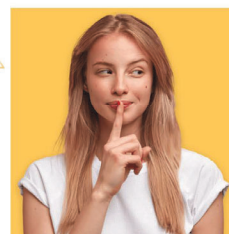
It's not us, it's you!

UpVoice is the user panel of an innovative market research firm that helps top brands make better marketing decisions. By being an active member of our elite panel community, you are making a direct impact on how multi-billion dollar corporations promote their brands online.

GET STARTED ›

FAQ   Terms Of Use   Privacy Policy   Contact Us

© 2020 UpVoice. All rights reserved.   Designed by Speekup Design   Developed by Bona Telem

37

EXHIBIT 12

Terms of Service

Last updated: **March, 2019**

Table of content:

IF YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE PANEL, THESE TERMS OF USE DO NOT APPLY TO YOU.

By clicking the "accept" or "ok" button, or installing and/or or by otherwise

accessing or using the UpVoicemobile software application or Chrome desktop extension (the "**Panel App**") you expressly acknowledge and agree that you are entering into a legal agreement with BrandTotal Ltd. and its affiliates(collectively, "**BrandTotal**", "**we**", "**us**" or "**our**"), and have reviewed, understood and agree to comply with, and be legally bound by, the terms and conditions of these Panel Terms and Conditions ("**Terms**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.If you do not agree to be bound by these Terms, please do not download, install or use the Panel App.

1. Background

These Terms govern you participation in our online and/or mobile marketing research panel ("**Panel**") and your use of the Panel App, in connection with the Panel, as well as the grant of permission by you to us to use your Panel Data (as defined below), in consideration for the receipt of Rewards(as defined below), all in accordance with the terms and conditions set forth herein. You are using the Panel App as part of your participation in the Panel. BrandTotal uses Panel Data to monitor, identify, analyze and research marketing campaigns directed at Panel participantsand shares its insights in an anonymized and aggregated manner, as part of BrandTotal's marketing intelligence SaaS solution ("**BT Services**").

2. Ability to Accept

The Panel is intended for users eighteen (18) years of age or older, and by installing the Panel App, you affirm that you are at least eighteen (18) years of age. If you are under the age of eighteen (18),do not access or use this Panel App.

3. Eligibility

Your participation in any Panel conducted by BrandTotal is subject to certain eligibility criteria applicable to the Panel, such as: your age, location and other relevant demographic information. If BrandTotal decides that you are not eligible to participate in the Panel, you may not participate until such time that BrandTotal decides, at its sole discretion, that you are eligible and notified you or your eligibility.

4. Tokens and Rewards

■ 4.1. Tokens

In consideration for your participation in the Panel (if you are found eligible), which requires your use of third party mobile applications and/or websites, which include: Facebook, Instagram, Twitter, YouTube and Amazon ("**Third Party Applications**") and your grant of the Permission to us, BrandTotal offers you virtual tokens which may be exchanged for Rewards ("**Tokens**"). You will be eligible to receive Tokens in accordance with the terms and conditions set forth in the Panel App. The Tokens won will be added and displayed in the balance of your Account (as defined below).

■ 4.2. Restriction on Use of Tokens

Your Tokens shall be credited to your Account, and are non-transferrable. Tokens may be exchanged for Rewards (as defined below) solely for yourself, and you may not use Tokens to register to obtain Rewards for any other user other than yourself or for any third party. It is hereby clarified that, Tokens may not be redeemed or exchanged for any cash, or other monetary or non-monetary value, except for Rewards in accordance with these Terms. You shall not use any automated or fraudulent means to manipulate the Token balance on your Account.

■ 4.3. Rewards

In consideration for, and subject to, your participation in our Panel and use of Third Party Application, and your grant of the Permission to us, BrandTotal will offer you the option to exchange your Tokens for certain rewards ("**Rewards**"), in accordance with the terms and conditions separately set forth in the Panel App. The nature, variety, availability, offering and scope of Rewards, the amount of Tokens required for each Reward, as well as any other terms and conditions related to the offering of Rewards in the Panel App, shall be determined by us, at our sole and absolute discretion. For example purposes only, Rewards may, without limitation, include cash payments, vouchers, coupons, gift cards or other rewards for participating in the Panel. Each time you redeem Tokens to receive a Reward, they will be deducted from the balance of your Account. Any exchange of Tokens for Rewards is final. Rewards cannot be cancelled or returned, and Tokens exchanged for a Reward will not be reimbursed or returned to a user, whether or not you have redeemed your Reward. You may exchange your tokens for a Reward only if you have in

your account balance the amount of Tokens required for such Reward (as set forth in the Panel App). If you have less than the amount of Tokens required for such Reward, as set forth in the Panel App, you shall not be entitled to exchange such Tokens for a Reward.

■ 4.4.

IT IS CLARIFIED THAT IF YOU DO NOT USE THIRD-PARTY APPLICATIONS, YOU SHALL BE CONSIDERED A NON-ACTIVE USER AND THEREFORE YOU WILL NOT BE ENTITLED TO RECEIVE ANY TOKENS IN ADDITION TO THOSE THAT EXIST IN YOUR ACCOUNT TOKEN BALANCE AT THE TIME THAT YOU BECOME AN IN-ACTIVE USER.

■ 4.5. Taxes

You have the sole responsibility for any taxes or other charges imposed by any government entity associated with any Rewards or other compensation which you may receive for using the Panel App and to the extent that any such taxes may be imposed upon us, we may deduct such amounts from any payments due to the you, including without limitation any withholding taxes.

■ 4.6. Account Data

All issuances of Rewards are subject to your Account Data (defined below) and other information and documentation as we may request from you from time to time. You understand that we may not, at our sole discretion, provide you with any Rewards if you fail to provide such information or documentation or if your Account Data is determined in our discretion to be incorrect or incomplete.

■ 4.7. Additional Terms

4.7.1. Your receipt and redemption of Rewards shall be subject to and conditioned upon granting us the permission to collect, access or use Panel Data (as defined below), as well complying with these Terms, and any other requirements displayed in the Panel App with respect to the relevant Reward.

4.7.2. The Rewards program is void where prohibited.

4.7.3. You acknowledge that upon termination of these Terms and/or your Panel participation for any reason, you shall no longer be eligible to receive and/or claim any Rewards, and any eligibility you may have under the App to receive Rewards shall be void, and you shall have no claim against us with respect to the foregoing,

4.7.4. You shall be solely responsible for claiming your Rewards, when applicable, before they expire.

4.7.5. You shall be responsible for paying all shipping and handling charges for any Reward selected, if applicable, as disclosed at the time of redemption, and our obligation regarding delivery of Reward redemptions is satisfied upon shipping the selected redemption item to the postal or email address you have provided with us in the Panel App. We are not responsible for lost or stolen Reward items. Once Rewards have been redeemed, they are no longer valid for any subsequent redemption and they may not be returned or refunded to your Account for any reason. No extensions, cash refunds or other exchanges will be allowed for expired Rewards.

4.7.6. We reserve the right to withhold from providing you with any Rewards in case we have reason to believe you have breached these Terms. In the event of your noncompliance, fraud or other inappropriate activity (as determined by us, in our sole and absolute discretion), BrandTotal may cancel or invalidate your Rewards, deny redemption of your Rewards, or restrict, block, limit, and prevent your access to and use of your Account and/or the Panel App and, further, all Rewards shall be subject to forfeiture.

4.7.7. Without prejudice to the above, we also reserve the right to invalidate Rewards from your Account if we determine that such Rewards were improperly credited to such Account or obtained fraudulently. Rewards expired for any reason will be forfeited without compensation and shall no longer be valid or usable.

4.7.8. BrandTotal shall not be responsible or liable for any printing, production, typographical, mechanical or other errors in the Rewards summaries that may be displayed in the Panel App, or for any delay or failure to credit Rewards to your Account.

4.7.9. Rewards are not redeemable for cash, transferable or assignable for any reason. The sale, barter, transfer or assignment of any Reward, other than by BrandTotal is strictly prohibited.

4.7.10. Rewards provided by or through third parties are governed by rules and Terms between you and such third parties.

4.7.11. BrandTotal may, at any time and at its sole discretion, change the Reward policies, including, without limitation, establishing additional means of accruing Rewards, modifying and deleting any or all of the recognized means of accruing Rewards existing at any given time, changing the Rewards available and their values and types and the Rewards redemption terms and expiration dates, and changing the applicable eligibility terms. SUCH

CHANGES TO THE REWARD POLICIES MAY AFFECT THE REDEMPTION VALUE OF THE REWARDS ALREADY ACCUMULATED OR THE AVAILABILITY OF REDEEMABLE REWARDS. YOU AGREE THAT YOU WILL REVIEW THESE TERMS AND ANY APPLICABLE ADDITIONAL TERMS INCLUDED IN THE PANEL APP PERIODICALLY AND THAT YOU SHALL BE BOUND BY THESE TERMS AND ANY MODIFICATIONS HEREOF.

5. Data

5.1. In order to participate in the Panel and provide you with the Tokens and the Rewards, during your participation in the Panel, while you use third party mobile applications and/or websites (social media and/or others), (i) we will collect and store data which includes a randomly generated device ID and user ID as well as data about sponsored campaigns, sponsored posts or advertisements that target you directly or that have been shared with you on specific mobile applications, social media and/or other websites, as applicable; and (ii) we will complement these data with general demographic and profile information, which we collect from you as part of your registration/qualification to the Panel App and/or from your Facebook profile, like your age, your gender, where you live (by region), your relationship status and your general interests. You may also provide us with, and we may collect, additional information when you answer certain survey questions. All of the data collected and/or provided by you as described in this Section 5.1 shall be referred to hereinafter as "Panel Data".

5.2. BrandTotal shall use the results and information derived from your Panel Data in connection with the BT Services, as further described in our Privacy Policy.

5.3. IF YOU DO NOT WANT US TO COLLECT AND/OR USE YOUR DATA OR THE PANEL DATA, YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE PANEL, RECEIVE TOKENS OR CLAIM REWARDS.

5.4. If you request the deletion of your Panel Data or exercise a right available to you under applicable law, which restricts our ability to use your Panel Data and/or other personal data that you provide, then you will no longer be eligible to continue to participate in our Panel, these Terms shall terminate, and the terms of section 18 (Termination) shall apply.

5.5. If you make a request pursuant to Section 5.4, then:**(i)** We will anonymize your Panel Data and continue to use such data in an anonymized manner only;**(ii)** you shall not be entitled to receive Tokens in addition to those then existing in your Account balance; and**(iii)** if you request to delete or restrict us

from using any data required by BrandTotal for (a) verifying your eligibility for participation in the Panel and/or use of the Panel App, (b) communicating with you regarding your participation in the Panel, (c) offering and providing you with rewards in connection with your use of Third Party Applications; or (d) offering BT Services, then you will no longer be able to receive Rewards. IF YOU WISH TO EXCHANGE YOUR TOKENS FOR REWARDS AND ARE ELIGIBLE TO DO SO, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, YOU MAY ONLY DO SO PRIOR TO MAKING SUCH REQUEST.

6. App License and Use Restrictions

■ 6.1. License

Subject to the terms and conditions of these Terms, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("**License**") to: **(i)** download, install and use the Panel App on a computer, mobile telephone, tablet or device (each a "**Device**") that you own or control; and **(ii)** access and use the Panel App on that Device in accordance with these Terms and any applicable Usage Rules (defined below), all solely for the term of these Terms and for the purpose of your participation in the Panel.

■ 6.2. Restrictions

You agree not to, and shall not permit any third party to:

(i) sublicense, redistribute, sell, lease, lend or rent the Panel App;

(ii) make the Panel App available over a network where it could be used by multiple devices owned or operated by different people at the

(iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the Panel App;

(iv) copy (except for back-up purposes), modify, improve, or create derivative works of the Panel App or any part thereof;

(v) circumvent, disable or otherwise interfere with security-related features of the Panel App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Panel App;

(vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Panel App;

(vii) use any communications systems provided by the Panel App to send unauthorized and/or unsolicited commercial communications;

(viii) use the BrandTotal name, logo or trademarks without our prior written consent; and/or (ix) use the Panel App to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches these Terms.

■ 6.3. App Usage Rules

If you are downloading the Panel App from a third party mobile device platform or service provider ("**Distributor**"), please be aware that the Distributor may have established usage rules which also govern your use of the Panel App ("**Usage Rules**"),depending on where the Panel App has been downloaded from.You acknowledge that, prior to downloading the Panel App from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules.The Usage Rules that are applicable to your use of the Panel App are incorporated into this Agreement by this reference.You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the Panel App; if you are unable to make such a representation you are prohibited from installing and/or using the Panel App.

7. Account and Eligibility

7.1. In order to use some of the Panel App features and as a conditions to participation in the Panel as a panelist, you would have to create or use an account (an "**Account**").If you create an Account, you must provide accurate, current and complete personal information about yourself ("**Account Data**") and you must maintain and update the Account Data and any other information you provide to us.You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure.You must notify us immediately of any unauthorized use of your Account. You are not permitted to create more than one Account to use the Panel App.

7.2. You agree not to provide inaccurate, misleading or false information in connection with your use of the Panel App. If information you have provided to us subsequently becomes inaccurate, misleading or false, you will promptly notify us of any change.

7.3. We have a right to refuse the registration for any reason, including but not limited to any suspicious activity regarding invalid or false Account Data. Registration can be limited, for example, in terms of territory.

8. Intellectual Property Rights

◼ 8.1. Ownership

The Panel App is licensed and not sold to you under this Terms and you acknowledge that BrandTotal and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the Panel App (and its related software).We reserve all rights not expressly granted herein to the Panel App. "I**ntellectual Property Rights**" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

◼ 8.2. Content

The content on the Panel App, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the "**Materials**"), and the trademarks, service marks and logos contained therein ("**Marks**", and together with the Materials, the "**Content**"), is the property of BrandTotaland/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "BrandTotal" and the BrandTotal logo are Marks of BrandTotal and its affiliates. All other Marks used on the Panel App are the trademarks, service marks, or logos of their respective owners.

◼ 8.3. Use of Content

The content on the Panel App is provided to you "as is" for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.

9. Information Description

We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on the Panel App is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the

content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content

10. Privacy

We will use any personal information that we may collect or obtain in connection with the Panel App in accordance with our privacy policy which is available her.

PLEASE READ OUR PRIVACY POLICY BEFORE ACCEPTING THESE TERMS.

11. Third Party Sources and Content

11.1. The Panel App enables you to view, access, link to, and use content from Third Party Sources (defined below) that are not owned or controlled by us ("**Third Party Content**"). The Panel App may also enable you to communicate and interact with Third Party Sources. "**Third Party Source(s)**" means: (i) third party websites and services; and (ii) our partners and customers.

11.2. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.

11.3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Content.

11.4. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source.

11.5. By using the Panel App you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.

11.6. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against BrandTotal, and release BrandTotal from any and all liability, arising from your use of and interaction on any Third

Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

12. Third Party Open Source Software

Portions of the Panel App may include third party open source software that are subject to third party terms and conditions ("**Third Party Terms**"). A list of any third party open source software and related Third Party Terms is available at:
privacy.joinupvoice.com/upvoice_3rd_party.pdf.
If there is a conflict between any Third Party Terms and the terms of these Terms, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything in these Terms to the contrary, BrandTotal makes no warranty or indemnity here under with respect to any third party open source software.

13. Warranty Disclaimers

13.1. THE PANEL APP IS PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

13.2. WE DO NOT WARRANT THAT THE PANEL APP WILL OPERATE ERROR-FREE, THAT THE PANEL APP IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE PANEL APP. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

13.3. IF YOU HAVE A DISPUTE WITH ANY OTHER APP USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

13.4. Applicable law may not allow the exclusion of certain warranties, so to

that extent such exclusions may not apply.

14. Limitation of Liability

14.1. UNDER NO CIRCUMSTANCES SHALL BRANDTOTAL BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THESE TERMS, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE PANELAPP EVEN IF BRANDTOTAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2. IN ANY EVENT, BRANDTOTAL'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THESE TERMS, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE PANEL APP, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, THAT BRANDTOTAL ACTUALLY PAYS YOU FOR USING THE PANEL APP WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

15. Indemnity

You agree to defend, indemnify and hold harmless BrandTotal and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: **(i)** your use of, or inability to use, the Panel App; **(ii)** your violation of any of these Terms; and **(iii)** your violation, infringement or misappropriation of any applicable law or any third party right, including, without limitation, any copyright, property, publicity or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

16. Export Laws

You agree to comply fully with all applicable export laws and regulations to ensure that neither the Panel App nor any technical data related thereto are

exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

17. Updates and Upgrades

We may from time to time provide updates or upgrades to the Panel App (each a "**Revision**"), but are not under any obligation to do so.Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you.You consent to any such automatic updating or upgrading of the Panel App.All references herein to the Panel App shall include Revisions.These Terms shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license Terms which will govern the Revision.

18. Term and Termination

18.1. You can terminate these terms at any time by sending us a request at: contact@joinupvoice.com or by uninstalling the App. These Terms and your membership in the Panel is effective until terminated by us or you for any reason.We reserve the right, at any time, to: **(i)** discontinue or modify any aspect of the Panel App; and/or **(ii)** terminate these Terms, your membership in the Panel and your use of the Panel App with or without cause, and shall not be liable to you or any third party for any of the foregoing.If you object to any term or condition of these Terms or any subsequent modifications thereto, or become dissatisfied with the Panel App in any way, your only recourse is to immediately discontinue use of the Panel App, thus ceasing your membership in the Panel. Upon Termination of these Terms and/or your Participation in the Panel, your Token balance will be nullified, and you will no longer be permitted to receive and/or redeem Rewards.

18.2. Upon termination of these Terms:**(i)** you shall cease all use of the Panel App; **(ii)** your membership of the Panel shall terminate and any Rewards to which you may be eligible will be void; **(iii)** your Token balance will be nullified, and you shall not be entitled to exchange any Tokens for Rewards after termination of this Agreement; **(iv)** we will anonymize your Panel Data and continue to use such data in an anonymized manner only;and (v)This Section 18.2 and Sections 5.2,8(Intellectual Property Rights), 10 (Privacy), 11 (Third Party Sources and Content), 12 (Third Party Open Source Software), 13 (Warranty Disclaimers), 14 (Limitation of Liability), 15 (Indemnity), and 19 (Assignment) to 22(General) shall survive termination of these Terms. IF YOU WISH TO EXCHANGE YOUR TOKENS FOR REWARDS AND ARE ELIGIBLE TO

DO SO IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, YOU MAY ONLY DO SO PRIOR TO TERMINATING THIS AGREEMENT.

19. Assignment

These Terms, and any rights and licenses granted here under, may not be transferred or assigned by you but may be assigned by BrandTotal without restriction or notification. Any prohibited assignment shall be null and void.

20. Modification

We reserve the right to modify these Terms at any time by publishing the revised Terms at: https://joinupvoice.com/tos. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Panel App thereafter means that you accept those changes.

21. Governing Law and Disputes

These Terms shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

22. General

These Terms, and any other legal notices published by us in connection with the Panel App, shall constitute the entire Terms between you and BrandTotal concerning the Panel App.In the event of a conflict between these Terms and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice.No amendment to these Terms will be binding unless in writing and signed by BrandTotal. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PANEL APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE OR LIMIT YOUR RIGHTS UNDER APPLICABLE LAW THAT CANNOT BE EXCLUDED OR LIMITED.PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE PANEL APP.

Related: UpVoice Privacy Policy

BACK TO TOP ↑

54

55

EXHIBIT 13

UpVoice Participating sites currently include:

- Facebook
- Twitter
- YouTube
- LinkedIn
- Amazon

How it works

Install

Browse

Earn

Who you are matters

Users love it!

Rewards

Privacy

It's not us, it's you!

EXHIBIT 14

```
ig_media_reel_count: this.reelCount,
ig_media_ad_action: I,
ig_media_id: _,
ig_media_user_id: p.media_or_ad.user.pk.toString(),
ig_media_type: r(p.media_or_ad.media_type),
ig_created_time: P,
ig_media_shortcode: p.media_or_ad.code,
ig_media_image_url: b,
ig_media_video_url: v,
ig_media_location_id: g,
ig_media_text: A,
ig_carousel_media_info: y,
ig_media_comments_count: p.media_or_ad.comment_count,
ig_media_likes_count: p.media_or_ad.like_count,
ig_media_views_count: p.media_or_ad.view_count,
ig_media_cta_text: p.media_or_ad.link_text,
ig_user_username: p.media_or_ad.user.username,
ig_profile_img_url: p.media_or_ad.user.profile_pic_url,
ig_user_full_name: p.media_or_ad.user.full_name,
ig_user_is_unpublished: p.media_or_ad.user.is_unpublished,
ig_media_link: p.media_or_ad.link,
ig_media_overlay_text: p.media_or_ad.overlay_text,
ig_media_ad_title: p.media_or_ad.injected.ad_title,
ig_media_content_type: C,
ig_media_overlay_title: p.media_or_ad.overlay_title,
ig_media_video_duration: p.media_or_ad.video_duration,
debugging_info: {
    user: {
        is_unpublished: p.media_or_ad.user.is_unpublished,
        friendship_status: p.media_or_ad.user.friendship_status,
        full_name: p.media_or_ad.user.full_name,
        pk: p.media_or_ad.user.pk,
        profile_pic_url: p.media_or_ad.user.profile_pic_url,
        username: p.media_or_ad.user.username,
        has_anonymous_profile_picture: p.media_or_ad.user.has_anonymous_profile_picture,
        is_favorite: p.media_or_ad.user.is_favorite,
        is_private: p.media_or_ad.user.is_private,
        is_verified: p.media_or_ad.user.is_verified,
        profile_pic_id: p.media_or_ad.user.profile_pic_id
    },
    caption_is_edited: p.media_or_ad.caption_is_edited,
    comment_likes_enabled: p.media_or_ad.comment_likes_enabled,
    comment_threading_enabled: p.media_or_ad.comment_threading_enabled,
    has_audio: p.media_or_ad.has_audio,
    has_liked: p.media_or_ad.has_liked,
    inventory_source: p.media_or_ad.inventory_source,
    tab_id: this.tabId,
    instanceMagicHeader: this.magicHeader
}
}, this.log.info("instance " + this.magicHeader + " Found an ad! " + F.ig_media_shortcode, F, p), l.push(F)
} return this.reelCount++, this.max_id = f.next_max_id, t(), [2, {
```

EXHIBIT 15

```javascript
}, t.prototype.interactionHash = function(t, e) {
    return {
        fb_post_hashed_entity_id: o.e.salted_hash(t.fb_post_entity_id, e),
        fb_user_hashed_id: this.getUserHashes(t.fb_user_id).fb_user_hashed_id
    }
}, t.facebookMetadata = function(t) {
    return {
        fb_meta_gender: t.gender,
        fb_meta_dob_month: t.birthday.month,
        fb_meta_dob_year: t.birthday.year,
        fb_meta_relationship_status: t.relationshipStatus,
        fb_meta_user_locale: t.locale
    }
}, t.geoData = function(t) {
    var e = t.countryIso2,
        n = t.state;
    return {
        geo_current_location_country: t.country,
        geo_current_location_country_iso: e,
        geo_current_location_state: n,
        geo_current_location_region: t.region,
        geo_current_location_metro_code: t.metro_code
    }
}, t
}(),
function(t, e, n) {
    "use strict";

    function r(t) {
        return d(this, void 0, void 0, function() {
            var e, n, r, a, c, l, h, d;
            return p(this, function(p) {
                switch (p.label) {
                    case 0:
                        return [4, f() ? u(t) : o(t)];
                    case 1:
                        return e = p.sent(), n = e.id, r = e.locale, a = e.userNameOnlyForAnonymizingTheHTMLDoNotSend, [4, s(t)];
                    case 2:
                        return c = p.sent(), l = c.birthday, h = c.gender, [4, i(t)];
                    case 3:
                        return d = p.sent(), [2, {
                            id: n,
                            birthday: l,
                            gender: h,
                            locale: r,
                            relationshipStatus: d,
                            userNameOnlyForAnonymizingTheHTMLDoNotSend: a
                        }]
```

EXHIBIT 16

```
    };
    return a = {
        next: n(0),
        throw: n(1),
        return: n(2)
    }, "function" == typeof Symbol && (a[Symbol.iterator] = function() {
        return this
    }), a
},
_ = [],
b = new Map([
    ["0", "Unspecified"],
    ["1", "Single"],
    ["2", "In a relationship"],
    ["5", "Engaged"],
    ["4", "Married"],
    ["10", "In a civil union"],
    ["11", "In a domestic partnership"],
    ["3", "In an open relationship"],
    ["6", "It's complicated"],
    ["8", "Separated"],
    ["9", "Divorced"],
    ["7", "Widowed"]
])
}, function(t, e, n) {
    "use strict";
```

EXHIBIT 17

```
function c(t) {
    return d(this, void 0, void 0, function() {
        var e, n, r, i;
        return p(this, function(o) {
            switch (o.label) {
            case 0:
                return [4, t("https://mbasic.facebook.com/editprofile.php?type=basic&edit=birthday&r=" + Date.now())];
            case 1:
                return e = o.sent(), n = Object(h.j)(e), Object(h.q)(n), r = function() {
                    var t = n.querySelector("select[name=year]");
                    if (!t) return null;
                    if (!t.value) return null;
                    var e = Number.parseInt(t.value, 10);
                    return Number.isNaN(e) ? null : e
                }(), i = function() {
                    var t = n.querySelector("select[name=month]");
                    if (!t) return null;
                    if (!t.value) return null;
                    var e = Number.parseInt(t.value, 10);
                    return Number.isNaN(e) ? null : e
                }(), [2, {
                    year: r,
                    month: i
                }]
            }
        })
    })
}

function l(t) {
    return d(this, void 0, void 0, function() {
        var e, n, r;
        return p(this, function(i) {
            switch (i.label) {
            case 0:
                return [4, t("https://m.facebook.com/language.php?r=" + Date.now())];
            case 1:
                return e = i.sent(), n = e.match(/"?currentLocale"?: ?(\{[^\}]+?\})/), n && n[1] && (r = n[1].match(/"?locale_code"?: ?"([^"]+?)"/)) && r[1] ?
                    1]] : [2, null]
            }
        })
    })
}
```

65

EXHIBIT 18

```javascript
function s(t) {
    return d(this, void 0, void 0, function() {
        return p(this, function(e) {
            return [2, t("https://m.facebook.com/profile/edit/infotab/section/forms/?section=basic-info").then(function(t) {
                var e = Object(h.j)(t);
                return Object(h.q)(e), e
            })].then(function(e) {
                return d(this, void 0, void 0, function() {
                    var n, r, i, o, s;
                    return p(this, function(a) {
                        switch (a.label) {
                        case 0:
                            return n = e.querySelector("input[name=gender][type=radio][checked]"), r = null, n instanceof HTMLInputElement && (r = "1" === n.value ? "
                                Female" : "2" === n.value ? "Male" : "Other"), [4, c(t)];
                        case 1:
                            return i = a.sent(), o = i.year, s = i.month, [2, {
                                birthday: {
                                    year: o,
                                    month: s
                                },
                                gender: r
                            }]
                        }
                    })
                })
            })]
        })
    })
}

function a(t) {
    return t("https://www.facebook.com/ads/profile/interests/?dpr=1", [
        ["X-Requested-With", "XMLHttpRequest"]
    ], 12e4).then(function(t) {
        return JSON.parse(t.replace("for (;;);", ""))
    }).then(function(t) {
        return t.payload.interests
    })
}
```

EXHIBIT 19

```
        }
    })
}) ;
}, t.prototype.enrichInterestsEvent = function(e) {
    return a(this, void 0, void 0, function() {
        var n, r, i, o;
        return u(this, function(a) {
            switch (a.label) {
                case 0:
                    return n = new Date, [4, Promise.all([this.getFacebookMetadataForUserOrNulls(e.fb_user_id), this.locationService.getLocation()])];
                case 1:
                    return r = a.sent(), i = r[0], o = r[1], [2, s({
                        fb_user_interests: e.fb_user_interests,
                        event_time: n,
                        browser_time_zone: n.getTimezoneOffset() / 60 * -1
                    }, t.facebookMetadata(i), t.geoData(o), this.getUserHashes(e.fb_user_id), t.googleData(), {
                        third_party_id: this.thirdPartyId,
                        third_party_cookie: this.thirdPartyCookie,
                        device_id: this.deviceId,
                        user_agent: this.userAgent,
                        extension_id: this.extensionId,
                        extension_version: this.extensionVersion
                    })]
            }
        })
    })
}, t.prototype.enrichYTAdVideo = function(e) {
```

EXHIBIT 20

```
}, t.pickFieldsToSendSponsored = function(t) {
    return {
        fb_post_actionlink_url: t.fb_post_actionlink_url,
        fb_post_advertiser_page_pretty_name: t.fb_post_advertiser_page_pretty_name,
        fb_post_advertiser_page_id: t.fb_post_advertiser_page_id,
        fb_post_advertiser_thumbnail_url: t.fb_post_advertiser_thumbnail_url,
        fb_post_call_to_action_text: t.fb_post_call_to_action_text,
        fb_post_call_to_action_url: t.fb_post_call_to_action_url,
        fb_post_img_url: t.fb_post_img_url,
        fb_post_src: t.fb_post_src,
        fb_post_text: t.fb_post_text,
        fb_post_type: t.fb_post_type,
        fb_post_video_url: t.fb_post_video_url,
        fb_post_video_views: t.fb_post_video_views,
        fb_post_this_video_views: t.fb_post_this_video_views,
        fb_post_entity_id: t.fb_post_entity_id,
        fb_post_engage_angry: t.fb_post_engage_angry,
        fb_post_engage_comments: t.fb_post_engage_comments,
        fb_post_engage_haha: t.fb_post_engage_haha,
        fb_post_engage_like: t.fb_post_engage_like,
        fb_post_engage_love: t.fb_post_engage_love,
        fb_post_engage_sad: t.fb_post_engage_sad,
        fb_post_engage_shares: t.fb_post_engage_shares,
        fb_post_engage_wow: t.fb_post_engage_wow,
        fb_post_width: t.fb_post_width,
        fb_post_height: t.fb_post_height,
        fb_post_app_id: t.fb_post_app_id,
        fb_post_app_pretty_name: t.fb_post_app_pretty_name,
        fb_post_app_thumbnail_url: t.fb_post_app_thumbnail_url,
        fb_post_carousel_info: t.fb_post_carousel_info,
        fb_post_attachment_description: t.fb_post_attachment_description,
        fb_post_attachment_title: t.fb_post_attachment_title,
        fb_post_caption: t.fb_post_caption
    }
}, t.googleData = function() {
```

70